

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION  
5:22-CV-187-BO

JOSE CRUZ MARTINEZ-MORALES, )  
MARGARITO DE LA CRUZ-NAVA, )  
CUAUHTEMOC FLORENCIO- )  
GUTIERREZ, MARISOL FLORENCIO- )  
GUTIERREZ, AGUSTIN FLORENCIO- )  
SANCHEZ, JEIDY FLORES-ARRIAGA, )  
ROSE IRMA GOMEZ-HERNANDEZ, )  
IVAN OSWALDO MEZA-GARCIA, )  
FELICIANO NAVARRETE-FLORES, )  
PEDRO PROCOPIO-DIAZ, JOSE )  
ROMERO-PATRICIO, BENIN BETUEL )  
VARGAS-ESPIRITU, and SERGIO )  
VILLALVA-GATICA, on behalf of )  
themselves and other similarly situated )  
persons, )

Plaintiffs, )

v. )

VALENTINO LOPEZ, JR. aka and/or d/b/a )  
VALENTINO LOPEZ AND VALENTINO )  
LOPEZ GOMEZ, GILBERTO LOPEZ, )  
HANNAH FORREST FARMS, LLC aka )  
and/or d/b/a HANNAH FORREST )  
BLUEBERRIES, LLC, and RONNIE )  
CARTER FARMS, INC., )

Defendants. )

**THE HANNAH FORREST  
DEFENDANTS' ANSWER TO  
PLAINTIFFS' SECOND AMENDED  
COMPLAINT**

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Defendant Hannah Forrest Farms, LLC, and Hannah Forrest Blueberries, LLC, (collectively “The Hannah Forrest Defendants”) respond to the individually numbered paragraphs of Plaintiffs’ Second Amended Complaint [DE 62] as follows:

1. The Hannah Forrest Defendants, admit, upon information and belief, that some of the named Plaintiffs worked at Hannah Forrest Blueberries, LLC, as H-2A temporary workers in 2020. Hannah Forrest Farms, LLC, denies that Plaintiffs were employees of either Defendant Hannah Forrest Farms, LLC, or

Hannah Forrest Blueberries, LLC. It is also admitted that the Complaint purports to assert claims under the Fair Labor Standards Act, the North Carolina Wage and Hour Act, the Trafficking Victims Protection Reauthorization Act of 2005, North Carolina human trafficking laws, and the common law of contracts. Except as expressly admitted, denied.

2. Denied for lack of information and belief.
3. It is denied that Hannah Forrest Farms, LLC contracted with farm labor contractors. It is admitted that Hannah Forrest Blueberries, LLC, contracted with farm labor contractors in 2020. Except as expressly admitted, these allegations are denied or denied for lack of information and belief.
4. Denied for lack of information and belief.
5. Denied for lack of information and belief.
6. Denied for lack of information and belief.
7. Denied for lack of information and belief.
8. The Hannah Forrest Defendants admit that Plaintiffs purport to assert various claims against them and the other defendants in this action. The Hannah Forrest Defendants deny that the claims against them are valid and deny that either entity owes any damages to the named Plaintiffs. Except as expressly admitted, these allegations are denied.
9. Denied for lack of information and belief.
10. The Hannah Forrest Defendants admit that Plaintiffs seek various forms of relief from them and the other defendants in this action. The Hannah Forrest Defendants deny that the claims against them are valid and deny that either entity owes any damages to the named Plaintiffs. Except as expressly admitted, these allegations are denied.
11. The Hannah Forrest Defendants admit that this Court has jurisdiction over the subject matter of this action.
12. The Hannah Forrest Defendants admit that this Court has the power to grant declaratory relief in this action, but denies that it is appropriate to allow the declaratory relief requested by Plaintiffs.

13. The Hannah Forrest Defendants admit that the United States District Court for the Eastern District of North Carolina is a proper venue for this action.
14. Denied for lack of information and belief.
15. Denied as to Hannah Forrest Farms, LLC. Denied for lack of information and belief as to the other defendants.
16. Denied for lack of information and belief.
17. It is denied that Hannah Forrest Farms, LLC is also known as and/or is doing business as Hannah Forrest Blueberries, LLC. It is admitted that Hannah Forrest Farms, LLC is a corporation organized in 2016 under the laws of the State of North Carolina. It is admitted that Mr. Long is Hannah Forrest Farms, LLC's registered agent. It is expressly denied that Hannah Forrest Blueberries is a corporation organized in 2016. It is admitted that Hannah Forrest Blueberries, LLC is organized under the laws of the state of North Carolina. It is denied that Mr. Long is the registered agent for Hannah Forrest Blueberries, LLC.
18. Denied.
19. Denied.
20. Denied
21. Denied.
22. It is denied that Hannah Forrest Blueberries is also known as and/or doing business as Hannah Forrest Farms. It is admitted that Hannah Forrest Blueberries, LLC, owns and/or operates a blueberry and/or blackberry farm in or near Rose Hill, North Carolina, that it was organized in 2007 under the laws of North Carolina, and that Jane E. Long at 276 Highbush Lane, Rose Hill, North Carolina 28458 is its registered agent. Except as expressly admitted, these allegations are denied.
23. Admitted.
24. The allegation in paragraph 24 is a legal conclusion and therefore no response is required. To the extent that a response is required, denied.

25. The allegation in paragraph 25 is a legal conclusion and therefore no response is required. To the extent that a response is required, denied.
26. Admitted.
27. Denied for lack of information and belief.
28. Denied for lack of information and belief.
29. Denied for lack of information and belief.
30. Denied for lack of information and belief.
31. Denied for lack of information and belief.
32. It is admitted that Valentino Lopez has been registered with the US Department of Labor as a Farm Labor Contractor during certain years. Except as expressly admitted, these allegations are denied for lack of information and belief.
33. It is admitted that Valentino Lopez, Jr. has been registered with the US Department of Labor as a Farm Labor Contractor during certain years and that in this role he employed agricultural workers who were working in the United States through the H-2A visa program. Except as expressly admitted, these allegations are denied for lack of information and belief.
34. Denied for lack of information and belief.
35. Admitted upon information and belief.
36. Denied for lack of information and belief.
37. Denied for lack of information and belief.
38. Denied for lack of information and belief.
39. Denied for lack of information and belief.
40. Denied for lack of information and belief.
41. Denied for lack of information and belief.
42. Denied as to The Hannah Forrest Defendants. Denied for lack of information and belief as to the other defendants. To the extent that Paragraph 42 is a legal conclusion, no response is required. Otherwise denied.

43. Denied.
44. Denied.
45. Denied as to The Hannah Forrest Defendants. Denied for lack of information and belief as to the other defendants.
46. Denied as to The Hannah Forrest Defendants. Denied for lack of information and belief as to the other defendants.
47. It is admitted that Valentino Lopez, Jr. has been registered with the US Department of Labor as a Farm Labor Contractor during certain years and that in this role he employed agricultural workers who were working in the United States through the H-2A visa program. Except as expressly admitted, these allegations are denied for lack of information and belief.
48. Denied for lack of information and belief.
49. Denied for lack of information and belief.
50. Denied for lack of information and belief.
51. Denied for lack of information and belief.
52. Denied for lack of information and belief.
53. Hannah Forrest Farms, LLC denies that Hannah Forrest Farms, LLC, entered into a contract with Defendant Lopez, Jr. It is admitted that Hannah Forrest Blueberries, LLC entered into contracts in certain years with Defendant Lopez Jr. for Lopez, Jr. to supply workers that he employed to Hannah Forrest Blueberries, LLC. Denied for lack of information and belief as to other defendants.
54. Denied that Hannah Forrest Farms, LLC provided any migrant labor camp housing. It is admitted that Hannah Forrest Blueberries, LLC has migrant labor camp housing. It is denied The Hannah Forrest Defendants supplied labor camp housing to Lopez, Jr.s employees as alleged. Denied for lack of information and belief as to other defendants.
55. Hannah Forrest Farms, LLC denies that Hannah Forrest Farms, LLC, entered into any contract with Defendant Lopez, Jr.
56. Admitted.

57. Admitted.

58. Denied for lack of information and belief.

59. Denied for lack of information and belief.

60. Denied for lack of information and belief.

61. In answer to Paragraph 61, and all subparts, of the Second Amended Complaint, The Hannah Forrest Defendants state that the document referred to in Plaintiff's Second Amended Complaint as the "2020 Berry Clearance Order" is the best evidence of its contents and speaks for itself. Paragraph 61, and all subparts, are denied to the extent it misstates the 2020 Berry Clearance Order.

62. Denied for lack of information and belief.

63. In answer to Paragraph 63 of the Second Amended Complaint, The Hannah Forrest Defendants state that the 2020 Berry Clearance Order is the best evidence of its contents and speaks for itself. Paragraph 63 is denied to the extent it misstates the 2020 Berry Clearance Order.

64. In answer to Paragraph 64 of the Second Amended Complaint, The Hannah Forrest Defendants state that the 2020 Berry Clearance Order is the best evidence of its contents and speaks for itself. Paragraph 64 is denied to the extent it misstates the 2020 Berry Clearance Order.

65. In answer to Paragraph 65 of the Second Amended Complaint, The Hannah Forrest Defendants state that the 2020 Berry Clearance Order is the best evidence of its contents and speaks for itself. Paragraph 65 is denied to the extent it misstates the 2020 Berry Clearance Order.

66. In answer to Paragraph 66 of the Second Amended Complaint, The Hannah Forrest Defendants, states that the 2020 Ronnie Carter Berry Contract and the 2020 Hannah Forrest Berry Contract are the best evidence of the contents thereof and speaks for themselves. Paragraph 66 is denied to the extent it misstates any source documents.

67. Denied for lack of information and belief.

68. Denied that Hannah Forrest Farms, LLC, entered into any respective fixed-site operation work contracts. All other subparts are denied as stated.

69. The allegations of paragraph 69 are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief, including all subparts.
70. The allegations of paragraph 70 are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
71. The allegations of paragraph 71 are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
72. The allegations of paragraph 72 are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief
73. The allegations of paragraph 73 are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
74. Denied for lack of information and belief.
75. Denied for lack of information and belief.
76. Hannah Forrest Farms, LLC denies that it provided the housing for H-2A workers in 2020 who were working in sweet potatoes. Denied as to other defendants for lack of information and belief.
77. Denied for lack of information and belief.
78. Denied for lack of information and belief.
79. Denied for lack of information and belief.
80. Denied for lack of information and belief.
81. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
82. Denied for lack of information and belief.
83. Denied for lack of information and belief.

84. Denied for lack of information and belief.
85. Denied for lack of information and belief.
86. Denied for lack of information and belief.
87. Denied for lack of information and belief.
88. Denied for lack of information and belief.
89. Denied for lack of information and belief.
90. Denied for lack of information and belief.
91. Denied for lack of information and belief.
92. Denied for lack of information and belief.
93. Denied for lack of information and belief.
94. Denied for lack of information and belief.
95. Denied for lack of information and belief.
96. Denied for lack of information and belief.
97. Denied for lack of information and belief.
98. Denied for lack of information and belief.
99. Denied for lack of information and belief.
100. Denied for lack of information and belief.
101. Denied for lack of information and belief.
102. Denied for lack of information and belief.
103. Denied for lack of information and belief.
104. Denied for lack of information and belief.
105. Denied for lack of information and belief.
106. Denied for lack of information and belief.
107. Denied for lack of information and belief.
108. Denied for lack of information and belief.
109. Denied for lack of information and belief.



- 110. Denied for lack of information and belief.
- 111. Denied for lack of information and belief.
- 112. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
- 113. Denied for lack of information and belief.
- 114. Denied for lack of information and belief.
- 115. Denied for lack of information and belief.
- 116. Denied for lack of information and belief.
- 117. Denied for lack of information and belief.
- 118. Denied for lack of information and belief.
- 119. Hannah Forrest Farms, LLC denies that Defendant Lopez Jr. provided H-2A labor and workers to Hannah Forrest Farms, LLC. Denied that Defendant Lopez Jr. supervised these workers on any farm owned by Hannah Forrest Farms, LLC. It is admitted that Lopez, Jr. provided H-2A certain labor and workers to Hannah Forrest Blueberries, LLC, in certain years. It is admitted that Lopez, Jr. was responsible and supervised certain labor and workers he employed. Denied as to allegations against other defendants for lack of information and belief.
- 120. Denied for lack of information and belief.
- 121. Denied.
- 122. Denied.
- 123. Denied. Denied for lack of information and belief as to other defendants.
- 124. Denied. Denied for lack of information and belief as to other defendants.
- 125. Denied for lack of information and belief.
- 126. Denied for lack of information and belief.
- 127. Denied. Denied for lack of information and belief as to other defendants.
- 128. Denied. Denied for lack of information and belief as to other defendants.
- 129. Denied for lack of information and belief.

130. Denied. Denied for lack of information and belief as to other defendants.
131. Denied. Denied for lack of information and belief as to other defendants.
132. Denied for lack of information and belief.
133. Denied for lack of information and belief.
134. Denied. Denied for lack of information and belief as to other defendants.
135. Denied. Denied for lack of information and belief as to other defendants.
136. Denied. Denied for lack of information and belief as to other defendants.
137. Denied for lack of information and belief.
138. Denied. Denied for lack of information and belief as to other defendants.
139. Denied that Hannah Forrest Farms, LLC, housed any Plaintiffs. Defendant Hannah Forrest Farms, LLC, denies that it owns camp housing. It is admitted that Jane E. Long owns the real property upon which the camp housing is located. It is further admitted that Hannah Forrest Blueberries, LLC housed certain H-2A workers during the 2020 agricultural season. Except as expressly admitted, the allegations are denied.
140. Denied.
141. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
142. The allegations herein are not directed to The Hannah Forrest Defendants and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
143. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
144. Denied for lack of information and belief.
145. Denied. Otherwise denied for lack of information and belief as to other defendants.

146. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
147. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
148. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
149. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
150. Denied for lack of information and belief.
151. Denied for lack of information and belief.
152. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
153. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
154. Denied for lack of information and belief.
155. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.

156. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
157. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
158. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
159. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
160. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
161. Denied for lack of information and belief.
162. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
163. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
164. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.

165. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
166. Denied for lack of information and belief.
167. Denied for lack of information and belief.
168. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
169. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
170. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
171. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
172. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
173. Denied for lack of information and belief.
174. The allegations herein are not directed to The Hannah Forrest Defendants, and so no response is required. To the extent a response is required, the allegations are denied for lack of information and belief.
175. Denied for lack of information and belief.
176. Denied for lack of information and belief.
177. Denied for lack of information and belief.
178. Denied for lack of information and belief.

179. Denied for lack of information and belief.
180. Denied for lack of information and belief.
181. Denied for lack of information and belief.
182. Denied for lack of information and belief.
183. It is admitted that a Sampson County Sherriff's Deputy came to a property owned by Jane Long. It is denied that Defendant Hannah Forrest Farms, LLC, owns or operates a labor camp. Except as expressly admitted, the remainder of the allegations in this paragraph are denied for lack of information and belief.
184. Denied for lack of information and belief.
185. Denied for lack of information and belief.
186. Denied for lack of information and belief.
187. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.
188. Denied for lack of information and belief.
189. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
190. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.
191. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
192. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
193. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.
194. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.

195. Denied as to Hannah Forrest Farms, LLC. Otherwise denied for lack of information and belief.
196. Denied as to Hannah Forrest Farms, LLC. Otherwise denied for lack of information and belief.
197. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.
198. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
199. Denied as to Hannah Forrest Farms, LLC. Otherwise denied for lack of information and belief.
200. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
201. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.
202. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.
203. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief
204. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
205. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.

206. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.
207. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
208. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
209. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
210. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.
211. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.
212. The allegation in paragraph 212 is a legal conclusion and therefore no response is required. To the extent that a response is required, denied
213. Denied as to The Hannah Forrest Defendants. Denied as to other defendants for lack of information and belief.
214. The allegation is a legal conclusion and therefore no response is required. To the extent that a response is required, denied.
215. The Hannah Forrest Defendants adopt and re-allege the answers to paragraphs above as though fully set forth herein.



216. The allegations in this paragraph are not directed to The Hannah Forrest Defendants and so no response is required. To the extent that any response is required, these allegations are denied for lack of information and belief.

217. The allegation is a legal conclusion and therefore no response is required. To the extent that a response is required, denied.

218. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.

219. Denied as to The Hannah Forrest Defendants. Otherwise denied for lack of information and belief.

220. Paragraph 220 of the Second Amended Complaint does not assert an allegation that requires a response.

ALL ALLEGATIONS IN PLAINTIFFS' SECOND AMENDED COMPLAINT NOT EXPRESSLY ADMITTED ARE DENIED, INCLUDING THE PRAYER OR DEMAND FOR RELIEF.

### **FIRST DEFENSE**

To the extent that any Plaintiffs abandoned their jobs during the term of the job order(s) at issue in this action, their claims for reimbursement of certain expenses and/or for certain wages are limited or barred pursuant to 20 CFR § 655.122.

### **SECOND DEFENSE**

The Hannah Forrest Defendants' actions were done in good faith and these entities plead the provisions of 29 USC § 260 in bar to or limitation of claims made by any Plaintiff pursuant to the Fair Labor Standards Act ("FLSA") and the North Carolina Wage and Hour Act ("NCWHA"), to the extent that the NCWHA incorporates the standards, definitions, or other content of the FLSA.

### **THIRD DEFENSE**

The Hannah Forrest Defendants deny, for lack of information and belief, that Plaintiffs are human trafficking victims, or victims of the activities specified in Title 18, Chapter 77 of the United States

Code

or in N.C. Gen. Stat. 14-43.18. As such, all claims premised on these statutes should be dismissed with prejudice.

#### **FOURTH DEFENSE**

The Hannah Forrest Defendants did not knowingly obtain the labor or services of Plaintiffs in violation of 18 USC § 1589.

#### **FIFTH DEFENSE**

The Hannah Forrest Defendants did not knowingly benefit from participation in a venture that they knew or should have known was in violation of 18 USC § 1589.

#### **SIXTH DEFENSE**

To the extent applicable, The Hannah Forrest Defendants plead the exemptions or exclusions contained in the FLSA and the NCWHA for agricultural employees, including, but not limited to, those set out at N.C. Gen. Stat. § 95-25.14(a)(2), 29 USC § 213(a)(6), 29 USC § 213(b)(12), 29 USC § 213(b)(16), and 29 USC § 207(g) in bar to or limitation of Plaintiffs' claims against them under the FLSA and, as applicable, the NCWHA.

#### **SEVENTH DEFENSE**

Plaintiffs' claims are barred to the extent that Plaintiffs seek to assert claims on behalf of any employees or other persons who are exempt from the FLSA, NCWHA, TVPA, or other applicable statute or regulation.

#### **EIGHTH DEFENSE**

Plaintiffs' claims under the applicable statute(s) are barred to the extent that Plaintiffs, or other person on whose behalf Plaintiffs seek to assert a claim, have submitted or participated in preparing false and/or otherwise inaccurate time reports, field tally sheets, or other documents or records, or otherwise misstated the dates, times, or places that they performed work for The Hannah Forrest Defendants or any associated entity.

#### **NINTH DEFENSE**

Plaintiffs' claims are barred to the extent that they have been paid all amounts due.

#### **TENTH DEFENSE**

Plaintiffs' claims are barred to the extent they seek to recover compensation for activities that are non-compensable.

#### **ELEVENTH DEFENSE**

At least some of the activities for which Plaintiffs allegedly were not compensated involve only insubstantial or insignificant periods of time, or are *de minimus*, and are not compensable under any applicable law or regulation.

#### **TWELFTH DEFENSE**

The Hannah Forrest Defendants plead all applicable statutes of limitation in bar to Plaintiffs' claims including, but not limited to, the limitations set out at N.C. Gen. Stat. § 95-25.22(f) and 29 USC § 255(a). Further, The Hannah Forrest Defendants deny that any conduct by it was willful for purposes of determining the statute of limitations under the FLSA. The Hannah Forrest Defendants specifically plead the statute of limitations as to any FLSA claim by any potential collective action member who has not signed and filed a consent or similar form within two years after any alleged failure to properly pay them by The Hannah Forrest Defendants, and as to any claim under the NCWHA more than two years after the alleged failure to pay wages when due.

#### **THIRTEENTH DEFENSE**

The Hannah Forrest Defendants plead the affirmative defense of credit, set-off, and recoupment to Plaintiffs' claims to the extent that either has already been paid some or all of the amounts sought in this litigation or to the extent that either owes money to The Hannah Forrest Defendants.

#### **FOURTEENTH DEFENSE**

To the extent any alleged agent of The Hannah Forrest Defendants engaged in conduct that was illegal (which is denied) and that conduct was not approved, ratified, or condoned by The Hannah Forrest Defendants, those actions or omissions were outside the course and scope of any employment or agency relationship and The Hannah Forrest Defendants are not liable for those actions.

#### **FIFTEENTH DEFENSE**

To the extent that Plaintiffs seek recovery of any transportation or subsistence expenses incurred after their separation from employment, The Hannah Forrest Defendants plead the provisions of 29 CFR § 655.122(n) as a bar to such a claim to the extent of any Plaintiffs' job abandonment.

#### **SIXTEENTH DEFENSE**

The Hannah Forrest Defendants plead lack of standing on the part of one or both Plaintiffs to the extent that they are not alleged members of the collective action groups that they seek to represent in this action.

#### **SEVENTEENTH DEFENSE**

To the extent that Plaintiffs seek recovery under N.C. Gen. Stat. § 14-43.18 for events occurring before July 1, 2019, those claims are subject to dismissal since that is the effective date of the statute and it applies only to actions arising on or after that date.

#### **EIGHTEENTH DEFENSE**

The Hannah Forrest Defendants deny that either entity was the employer of any of the named Plaintiffs in this action.

#### **NINETEENTH DEFENSE**

The Hannah Forrest Defendants further alleges that Hannah Forrest Blueberries, LLC, paid all amounts owed to Defendant Lopez Jr. all amounts owed under its contract with him for the 2020 agricultural season and so pleads the affirmative defenses of payment and accord and satisfaction as to any claims asserted against it in this action.

WHEREFORE, The Hannah Forrest Defendants make the following prayer for relief:

1. That Plaintiffs recover nothing from them and that Plaintiffs' claims be dismissed with prejudice;
2. That Plaintiffs' claims for declaratory relief be denied;
3. That the costs of this action, including reasonable attorneys' fees as allowed by law, be taxed against Plaintiffs;
4. For a trial by jury on all contested issues of fact as allowed by law; and

5. For such other and further relief as the Court deems just and proper.

Respectfully submitted this 7th day of November 2022.

**THE SALMON LAW FIRM, LLP**

*Elisa Salmon*

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*Counsel for The Hannah Forrest Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Answer to was served via CM/ECF to the following  
counsel of record and registered CM/ECF users:

Mr. Aaron Jacobson & Ms. Caitlin Ryland  
Legal Aid of North Carolina  
Farmworker Unit

Counsel for All Named Defendants.

Respectfully submitted this 7th day of November 2022.

*Elisa Salmon*

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